

Execution Copy
Confidential

the Parties), against, in and/or relating to the display of any Licensee Mark and/or the Approved Fantasy Games on any MLBAM-Controlled Property ("MLBAM Ad Sales on MLBAM-Controlled Properties"). MLBAM shall, with the prior written approval of Licensee (not to be unreasonably withheld), have the non-exclusive right to sell all advertising, sponsorships and any other type of commercial announcement, however denominated, against, in and/or relating to the display of any Licensee Mark and/or the Approved Fantasy Games on any Licensee-Controlled Property ("MLBAM Ad Sales on Licensee-Controlled Properties" and together with MLBAM Ad Sales on MLBAM-Controlled Properties, "MLBAM Ad Sales"), [REDACTED] below.

Licensee shall, with the prior written approval of MLBAM (not to be unreasonably withheld) and in each case subject to Section VIA.A of Exhibit D (Prohibited Content) and MLBAM's then-current, generally applicable written advertising policies and restrictions provided to Licensee, have the non-exclusive right (i.e., subject to any MLBAM Ad Sales (and any third-party ad sales) on Licensee-Controlled Properties approved in writing by Licensee) to sell all advertising, sponsorships and any other type of commercial announcement, however denominated, against, in and/or relating to the display of any Licensed Properties on any Licensee-Controlled Property ("Licensee Ad Sales Against Licensed Properties" and, together with MLBAM Ad Sales, "Ad Sales"), subject to the revenue share provision set forth in Section IX.C.iii (Revenue Sharing) below.

VI. GENERAL LIMITATIONS. All rights and licenses granted by MLBAM in this Agreement, except as expressly set forth herein: (a) shall be limited to the Licensed Territory and the Language; (b) shall not be encumbered, transferred, assigned, sublicensed or otherwise hypothecated; and (c) with respect to Club Marks and Participating Club Marks licensed hereunder, shall be limited to Collective Use. Licensee shall not permit the Licensed Properties and other MLBAM Materials from being distributed, displayed, performed or otherwise used in any location outside the Licensed Territory. Each Party shall target its marketing, promotion and other communications relating to the Approved Fantasy Game or any of Licensee's fantasy baseball contests only to End Users (i) inside the Licensed Territory; and (ii) outside any state in the Licensed Territory where such promotion is not permitted by Applicable Law. For greater certainty, neither Party shall target its marketing, promotional or other communications in connection with the Approved Fantasy Games and/or any of Licensee's fantasy baseball contests to Canada or Canadian End Users; provided, however, that each Party acknowledges and agrees that the other Party targets marketing, promotional or other communications to Canada or Canadian End Users other than in connection with the Approved Fantasy Games and/or Licensee's fantasy baseball contests ("Separate Canadian Activities") and that such Separate Canadian Activities do not constitute a breach of the foregoing.

VII. SPECIFIC TERMS REGARDING APPROVED FANTASY GAMES & COMPLIANCE. Additional terms and conditions regarding the Approved Fantasy Games are set forth in Exhibit C.

VIII. LICENSEE'S FANTASY GAME & OTHER BUSINESS OPERATION OBLIGATIONS.

A. In General. Licensee shall be solely responsible for the development, improvement, operation (including End User account management and collection, storage, use and transfer of information associated with End Users, including credit card and other personal information (collectively, the "End User PI")), maintenance, support and customer service and technical support relating to the Approved Fantasy Games (collectively, the "Game Obligations"). Licensee shall bear all costs related to the Game Obligations, and shall conduct all Game Obligations in accordance with all Applicable Law.

B. Standards of Performance. Licensee shall perform the Game Obligations in accordance with its then-current specifications and standards and Applicable Law. Licensee shall use commercially reasonable efforts to ensure that the Approved Fantasy Games shall, on a reasonably continuous basis and in accordance with the standards set forth in the preceding sentence, be available to End Users, operate, and have maintenance, support and customer service and technical support in accordance with Licensee's then current maintenance, support and customer service and technical support offerings. MLBAM acknowledges and agrees that Licensee may remove any Approved Fantasy Game from public availability and use at any time and from time to time for emergency support or routine and scheduled maintenance and support or for any other reason in Licensee's sole discretion.